

**SFY 2013 Resident Service Coordinator Program
Grant Agreement between the Ohio Department of Aging and
Coleman Professional Services**

1. This is a Grant Agreement between the Ohio Department of Aging (ODA), located at 50 W. Broad St., 9th Floor, Columbus Ohio, 43215 and Coleman Professional Services (Sub-grantee), located at 5982 Rhodes Road, Kent, Ohio 44240.
2. The source of these funds is the Ohio Housing Trust Fund, administered by the Ohio Development Services Agency pursuant to Ohio Revised Code (ORC) Sections 173.08 and 174.02 (A)(4). **The period of award is May 1, 2013 to April 30, 2014.** Because the State of Ohio is prohibited from obligating funds across a biennium, this Agreement shall expire on **June 30, 2013.** The ODA, however, reserves the right to renew this Agreement under the same terms and conditions stated herein, by providing the Sub-grantee with written notice of the Agreement's renewal following the approval of the budget for the new biennium. If renewed by the ODA, this Agreement shall expire on the last day of the grant, except that the obligation of the Sub-grantee with regard to reporting, closeout and record keeping shall remain in effect until met.
3. Funding level approvals and/or changes are identified by a Notice of Grant Award (NGA). The initial NGA will be distributed upon the execution of this agreement. In addition, the NGA also identifies the amount of non-federal support, if any, the sub-grantee will be required to contribute to this project. For the sub-grantee to receive the full amount of the federal award, 100 percent of the non-federal support must be fulfilled. At the final report, any federal grant award dollars not matched with non-federal support will be considered unearned cash and must be returned to the ODA as described in paragraph 12D.
4. The ODA hereby grants funds to the Sub-grantee who agrees to use these funds solely to support the 2013 Resident Services Coordinator Program as described in the proposal that Sub-grantee has submitted and ODA has approved, a copy of which is attached hereto and made a part hereof as Attachment C, setting forth a proposed project and budget.
5. As a sub-recipient, Sub-grantee is responsible for adhering to all the ODA policies and procedures as well as all state and federal rules and regulations. Sub-grantee also agrees to meet the Business Transaction requirements of Ohio Revised Code (ORC) Section 2909.33.
6. Sub-grantee agrees that all expenses charged or allocated to this grant must be reasonable, allowable and allocable as those terms are defined in 2 CFR 230 (OMB Circular A-122) for Non-Profit Organizations or 2 CFR 225 (OMB Circular A-87) for Local Government. All expenses incurred or allocated must be supported by appropriate worksheets and/or time studies, signed contracts,

purchase orders, requisitions, payroll records, bills or other evidence of liability consistent with the grantee's established procurement procedures. All expenses must be incurred on or before the last day of the award period. No expense incurred after **June 30, 2013** may be charged to the **2013 Resident Service Coordinator Program**; however, if the ODA provides the sub-grantee with written notice of the Agreement's renewal following the approval of the budget for the new biennium, expenses may be incurred up to but no later than **April 30, 2014**. Unless the Sub-grantee receives prior approval from the ODA, any funds not earned during the award period will lapse and no cash or grant carryover will be allowed. Sub-grantee must liquidate all obligations **within 30 days** of the end of the award period.

7. Sub-grantee agrees that neither the Sub-grantee nor any subcontractor of the Sub-grantee, nor any person acting on behalf of Sub-grantee or any subcontractor, will, in the employment of any person qualified and available to perform the work to which this Agreement relates, discriminate by reason of race, color, religion, sex, military status, national origin, disability, age, or ancestry against any person. Sub-grantee further agrees that neither Sub-grantee nor any subcontractor of Sub-grantee, nor any person acting on behalf of Sub-grantee or any of its subcontractors, shall in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this contract on account of race, color, religion, sex, military status, national origin, disability, age or ancestry.
8. Sub-grantee agrees that ODA's obligations under this Agreement are subject to a determination by the Director of the ODA that sufficient funds have been appropriated by the Ohio General Assembly and remain available for the purposes of the Agreement, and to the certification of the availability of such funds by the Director of the Ohio Office of Budget and Management, as required under section 126.07 of the ORC. If at any time the Director of the ODA informs the Sub-grantee in writing that sufficient funds are no longer available for the purposes of this Agreement, the Agreement shall terminate immediately, and no further costs shall be incurred by the Sub-grantee and charged against the award.
9. Sub-grantee affirmatively represents and warrants to the State that it is not subject to a finding for recovery under ORC 9.24, or that it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section to receive funding from the ODA. Sub-grantee agrees that if this representation and warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties, and any funds paid by the State hereunder shall be immediately repaid to the State or an action for recovery may be immediately commenced by the State for recovery of said funds.
10. Sub-grantee agrees to maintain all records relating to costs, work performed and supporting documentation as defined in 45 CFR Part 74 for non-profit

organizations and 45 CFR Part 92 for Local Governments. Files must be maintained during the award period and for 3 years from the date of submission of the final Request for Funds report. Sub-grantee agrees to make all records available in a timely manner for unrestricted review or audit by the State of Ohio (including, but not limited to the ODA, the Auditor of State of Ohio, Inspector General or duly authorized law enforcement officials). If an audit is initiated before the expiration of the 3 year period, Sub-grantee shall retain all records until the audit is concluded and all issues are resolved (including any final settlement process).

11. Sub-grantee shall prepare and deliver to ODA the performance reports on the Project as provided in Attachments D and E, attached hereto and made a part hereof. The six month performance report (Attachment D) is due on **November 15, 2013**. The final performance report (Attachment E) is due on **May 16, 2014**.
12. These funds will be advanced in full to the Sub-grantee upon request; however, not earlier than the first day of the award period. Sub-grantee agrees to use the appropriate ODA Request for Funds form, and submit the requests on or before **May 31, 2013**.
 - A. If the Request for funds due date falls on a Saturday, Sunday or Holiday, the report will be due the following business day.
 - B. The ODA's preferred method for Sub-grantee submission of Request for Funds forms is through our ODAinvoices email address. Please scan completed Request for Funds forms that are signed by the Sub-grantee's director or designee, and email the form to the address listed below. If you choose to submit paper copies, they must be signed and received at the ODA by the due date.

Ohio Department of Aging
Attn: Fiscal Division
50 W. Broad St., 9th floor
Columbus, Ohio 43215.
Phone: (614) 752-9672 ~ Fax: (614) 728-6802
Email: ODAinvoices@age.ohio.gov
 - C. Sub-grantee agrees to submit a final Request for Funds form with a trial balance for the program period with all balance sheet and income statement accounts as backup documentation no later than **June 1, 2014**. The final Request for Funds form must include supplemental worksheets that support the figures reported and the calculations necessary to reconcile the figures on the trial balance and income statement to the final Request for Funds form. The supplemental worksheets must include identification of the account codes and a detailed crosswalk so that the backup documentation can be linked to the figures on the final Request for

Funds form. Submission of this documentation does not preclude the ODA from requesting Sub-grantee to demonstrate the process used to develop the reported figures.

- D. Sub-grantee agrees to return to the ODA any funds advanced greater than actual expenses no later than **June 1, 2014**. If funds are returned to the ODA, please indicate the source and program period of those funds. **Make check payable to "Ohio Treasurer Josh Mandel"** and mail to the address noted in 12B above.

- 13. Sub-grantee certifies that it understands Ohio's Ethics and conflict of interest laws and will do nothing inconsistent with them.

- 14. Banning the Expenditure of Public Funds for Offshore Services:

- A. Sub-grantee affirms that it has read and understands Executive Order 2011-12K issued by Ohio Governor John Kasich, that it shall abide by those requirements in the performance of the Agreement, and that it shall perform no services required to implement the project or program subject to the Agreement outside of the United States for which grant funds will be used to pay or reimburse the cost of such services or for which the cost of such services will be counted as match or cost share specifically required as a condition to the disbursement of the grant funds. For purposes of this Agreement, "services under the Agreement" and "services performed under the Agreement" means services required to implement the grant-supported project or program and for which grant funds will be used to pay or reimburse the cost of such services or for which the cost of such services will be counted as match or cost share specifically required as a condition to the disbursement of the grant funds. The Executive Order is provided as **Attachment A** to this Agreement and is available at: (<http://www.governor.ohio.gov/portals/0/pdf/executiveorders/EO%202011-12K.pdf>).

Grantee also affirms, understands, and agrees to immediately notify the ODA of any change or shift in the location(s) of services performed under the Agreement by the Sub-grantee or its sub-grantees or contractors, and no services performed under the Agreement shall be changed or shifted to a location(s) outside of the United States.

Notwithstanding any other provision of this Agreement, this Agreement shall not become effective unless and until the Sub-grantee has completed the signed **Attachment B** of this Agreement, entitled "Standard Affirmation and Disclosure Form for Grants," and submitted it to the Fiscal Division of the ODA.

- B. If Sub-grantee or any of its sub-grantees or contractors performs services under the Agreement outside of the United States, the performance of

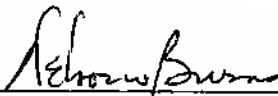
such services shall be treated as a material breach of the Agreement. The ODA is not obligated to pay and shall not pay for such services. If Sub-grantee or any of its sub-grantees or contractors performs any such services, the Sub-grantee shall immediately return to the ODA all grant funds disbursed as payment or reimbursement for those services or on the basis of the cost of such services having been counted as match or cost share specifically required as a condition for disbursement of grant funds.

The ODA may, at any time after the breach, terminate the Agreement, upon written notice to the Sub-grantee. The ODA may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement. If the ODA determines that actual and direct damages are uncertain or difficult to ascertain, the ODA in its sole discretion may recover a payment of liquidated damages in the amount of twenty-five percent (25%) of the value of the Agreement (not to exceed the amount of grant funds disbursed prior to any termination of the Agreement).

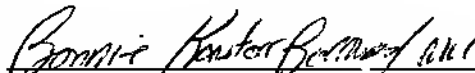
The ODA, in its sole discretion, may provide written notice to the Sub-grantee of a breach and permit the Sub-grantee to cure the breach. Such cure period shall be no longer than 21 calendar days. Notwithstanding the ODA permitting a period of time to cure the breach or Sub-grantee's cure of the breach, the ODA does not waive any of the rights and remedies provided the ODA in the Agreement, including, but not limited to, the recovery of grant funds paid for services provided by the Sub-grantee, its sub-grantees or contractors performed outside of the United States, costs associated with corrective action, or liquidated damages.

- C. Sub-grantee shall not assign any of its rights, nor delegate any of its duties and responsibilities under the Agreement without prior written consent of the ODA. Any assignment or delegation not consented to may be deemed void by the ODA.

I hereby agree to the conditions listed above.


Nelson W Burns, CEO
Coleman Professional Services

3/28/13
Date

 4.5.13
Bonnie Kantor-Burman, Director Date
Ohio Department of Aging

RECEIVED

APR 17 2013

AGING

ATTACHMENT B
STANDARD AFFIRMATION AND DISCLOSURE FORM FOR GRANTS

EXECUTIVE ORDER 2011-12K
Banning the Expenditure of Public Funds on Offshore Services

GRANTEE AFFIRMATION AND DISCLOSURE

By the signature affixed to this Affirmation and Disclosure, the Grantee identified below affirms, understands and will abide by the requirements of Executive Order 2011-12K issued by Ohio Governor John Kasich. The Executive Order is attached and is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

The Grantee acknowledges that for purposes of the Executive Order that grant funding provided to support a project or program of the Grantee is equivalent to a purchase of services by the State; "services" in the context of a grant means services that implement the project or program of the Grantee to the extent that such services are paid for or reimbursed with grant funds provided by the State or with match or cost share specifically required by the State as a condition to disbursement of the grant funds; investments by the Grantee in the project or program from non-State sources of funding other than amounts claimed as specifically required match or cost share are not subject to the Executive Order; the Grantee is equivalent to a "contractor," as that term is used in the Executive Order; and sub-grantees, if any, and contractors of the Grantee are equivalent to "subcontractors," as that term is used in the Executive Order.

The Grantee affirms that the Grantee and any of its sub-grantees and contractors shall perform no services outside of the United States to implement the grant-supported project or program which will be paid for or reimbursed with grant funds or which will be counted as match or cost share specifically required as a condition to disbursement of the grant funds.

The Grantee shall provide all the name(s) and location(s) where services will be performed in the spaces provided below or by attachment. If the Sub-grantee will not be using sub-grantees or contractors, indicate "Not Applicable" in the appropriate spaces. If the Grantee will not be storing, accessing, testing, maintaining or backing-up state data, indicate "Not Applicable" in item 3.

1. Principal location of business of Grantee:

5982 Rhodes Rd
(Address)

Kent, OH 44240
(City, State, Zip)

Name/Principal location of business of lower-tiered sub-grantee(s) and contractor(s):

N/A
(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by the Grantee:

624 Market Ave
(Address)

Canton, Oh 44702
(City, State, Zip)

Name/Location where services will be performed by sub-grantee(s) and contractor(s):

NA
(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Grantee:

624 Market Ave
(Address)

Canton, Oh 44702
(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by sub-grantees and contractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

4. Location to where services to be performed will be changed or shifted by Grantee:

n/a
(Address)

(City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by sub-grantee(s) and contractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2013 Resident Service Coordinator Program

RFP/Award:

Coleman Professional Services

Grantee:

Signature of
Authorized
Representative:

Nelson Burns CEO

Name:

Nelson Burns

Title:

President & CEO

Date:

March 28, 2013